



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

It was alleged that the defendants obtained the quotations after they were written on the blackboards of the patrons of the plaintiffs, and sold them among their own customers in competition. Plaintiffs filed a bill asking for an injunction to restrain defendants from so obtaining and distributing such quotations. *Held*, that plaintiffs have a property right in such quotations which will be protected by injunction. *Illinois Commission Co. v. Cleveland Telegraph Co.* (1902), — C. C. A. —, 119 Fed. Rep. 301.

The ultimate results of the few cases which have involved the question of relief against piracy of telegraphic quotations have been in accord with the above decisions, but have been based on the more doubtful reasoning of a qualified publication. In 1876, the New York courts held that "foreign financial news" is property, and that its transmission to subscribers over telegraphic printing instruments was not a general publication. *Kiernan v. Manhattan Quotation Telegraph Co.*, 50 How. Pr. 194. In 1895, the English courts held that there was a right of property at common law in information as to prices of stocks and shares supplied by stock tickers, which would be protected by injunction. *Exchange Telegraph Co. v. Gregory & Co.* (1896), 1 Q. B. 147. The privilege of copyright does not extend to the plan of imparting information. *Burnell v. Chown*, 69 Fed. Rep. 993. There can be no general copyright, as an entirety, of a daily newspaper. *Tribune Co. v. Associated Press* (1900), 116 Fed. Rep. 126. The decision of the principal cases on the ground of protection of commercial service from unfair competition, and the elimination, as immaterial, of the laws surrounding authorship, copyright and publication, has formed a precedent demanded by the new conditions of commerce.

WILLS—CONSTRUCTION—DEATH OF TESTATOR AND WIFE "AT THE SAME TIME."—The testator bequeathed his estate to his wife and made her his executrix. His will then proceeded to declare that "In case both my wife and myself should die by accident or otherwise be deprived of life at the same time," a different disposition should be made. A few months later he and his wife went to Europe, and both died there from different diseases with which both were sick at the same time, the testator dying sixteen days later than his wife. *Held*, that the testator and his wife were not deprived of life at the same time within the meaning of the will, and that there was therefore an intestacy. *Henning v. Maclean* (1902), 4 Ont. L. Rep. 666.

Two of the judges dissented, one saying "I think it cannot be denied that the event which has occurred is a case of both being *deprived of life*, that is, *dead*, at the same time;" and the other judge holding that the words should be construed as though they were "in case my wife does not survive me." The majority of the court, however, thought the language plain and unambiguous, and that there was therefore no room for construction or justification for making the testator say what perhaps he clearly intended to say, but clearly had not said.